

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   7	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 14-Feb-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) POC: Mary C. Renaud	
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVENUE NEW ORLEANS LA 70118		CODE CW29		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW29-02-B-0001	
				X		9B. DATED (SEE ITEM 11) 05-Nov-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The above numbered solicitation for Passes of the Mississippi River, Southwest Pass, Maintenance Dredging, Cutterhead Dredge Rental No. 1-02, Mile 3.5 AHP to Mile 19.5 BHP, C/L Sta. 3000+00 to C/L Sta. 1094+00, Plaquemines Parish, LA, is amended as shown on the attached pages.  BID OPENING DATE A BID OPENING DATE & TIME WILL BE ESTABLISHED BY A FUTURE AMENDMENT.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  14-Feb-2002	

## **SF 30 BLOCK 14 CONTINUATION PAGE**

### **LETTERHEAD COVER PAGE**

Add the following note to the bottom of this page:

“NOTE: SUBCONTRACTING PLAN WILL BE REQUIRED WITHIN TWO (2) HOURS OF VERBAL NOTIFICATION.”

### **STANDARD FORM 1442**

BLOCK 13A: Change “1400” to read “1100.”

### **SECTION 01100**

Page 01100-1, Paragraph 1.2, 2<sup>nd</sup> line: Change “5 days” to read “24 Hours.”

Page 01100-8: Delete the existing paragraph 8 on page 01100-8 and replace with the attached revised paragraph 8.

### **SECTION 01431**

The attached paragraph entitled “1.7.1 Environmental Assessment of Contract Deviations” is hereby added to this section.

### **SECTION 02327**

Page 02327-24, Paragraph 3.1.3.2, 3<sup>rd</sup> sentence: Replace the elevation for the construction of a second Horseshoe Island to elevation +4.0 NGVD not +4.0 MGL.

The attached drawings are added to the end of this section.

### **DRAWINGS**

The set of drawings on the CD applies to each of the three solicitations that are contained on that CD (DACW29-02-B-0001, DACW29-02-B-0002, and DACW29-02-B-0003).

## 8. RIGHTS-OF-WAY

a. The rights-of-way required for the work to be constructed under this contract, within the limits described in the paragraphs of the Dredging Section entitled "Primary Dredging Region" and "Secondary Dredging Region", has been obtained by the Government and is provided without cost to the Contractor. If the Contractor proposes a deviation from the government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or his/her representative in writing of these intentions to use alternative rights-of-way. A proposed deviation to the government furnished rights-of-way may require the contractor to secure additional real estate interest and environmental compliance coordination and documentation. There is no guarantee that environmental compliance will be obtained; therefore the contractor assumes all risks and liabilities associated with pursuing alternative rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation. The maximum reimbursement shall be limited to \$100,000. Any delays resulting from completing such additional rights-of-way and environmental compliance shall not be made the basis of any contractor claim for increase in the contract cost and/or increase in contract time. No work shall be initiated using the additional rights-of-way until the Contractor receives written notification from the Contracting Officer that environmental coordination and documentation is complete.

(1) Additional Real Estate Clearances. The contractor shall submit a letter to the Contracting Officer, confirming that he has obtained additional real estate interest for his own convenience. The contractor shall indicate that he has utilized sound and legal real estate practices, and has acquired this additional real estate at his own risk and liability, and at no cost to the Government. The contractor shall also indicate the availability of rights-of-entry to perform environmental compliance on the additional real estate interests.

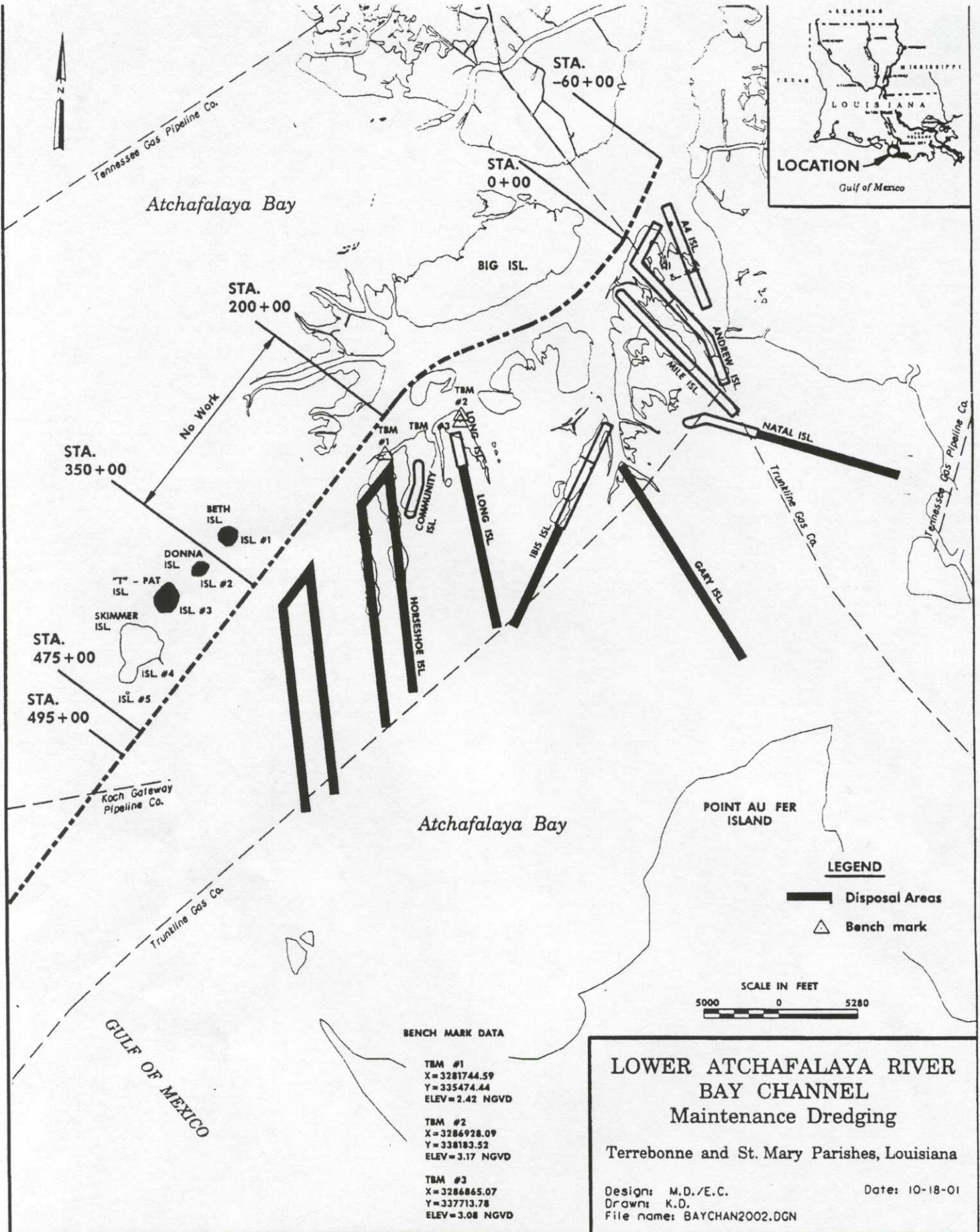
(2) Additional Environmental Compliance. The proposed work, as defined by these specifications and as shown on the drawings, is in compliance with all applicable Federal and state environmental laws and regulations. The Contractor is cautioned that any alternative or additional rights-of-way used in construction of this project are subject to all applicable Federal and state environmental laws and regulations. Compliance with these laws and regulations may require additional NEPA (National Environmental Policy Act) documents, cultural resources surveys, water quality certification, coordination with the Louisiana State Historical Preservation Officer, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the government furnished rights-of-way. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance, however, the Contractor may be responsible for conducting specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining environmental compliance may not be approved or could take as much as 180 days for approval by the Government. The Government must review and approve all environmental coordination and documentation and must receive copies of all environmental documentation before work commences on alternative or additional rights-of-way.

Government assistance in obtaining additional environmental clearances does not relieve the contractor of responsibility for complying with other Federal, state or local licenses and permits.

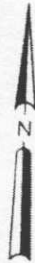
- b. The Contractor shall procure, at no cost to the Government, vehicle parking area and docking accommodations to secure the crew boat when not in use.
- c. The U.S. Army Corps of Engineer, Venice Sub Office and Harbor will not be available to the Contractor for vehicle parking or vessel docking.

### 1.7.1 Environmental Assessment of Contract Deviations

The Contractor is advised that any deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) which may have an environmental impact will be subject to approval by the Government and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove Contractor proposed deviations from the drawings, plans and specifications, even if they are more cost effective, if the Government determines that the proposed deviation will have an adverse environmental impact.







GULF OF MEXICO

APPROX. LIMIT OF WORK  
STA. 475+00 CL

Atchafalaya Bay

BIRD ISLAND  
DISPOSAL AREA #1

STA. 495+00  
STA. 550+00

BIRD ISLAND  
DISPOSAL AREA #2

POINT AU FER  
ISLAND

Atchafalaya River Bar Channel CL

COCKRELL ENERGY  
MOBILE  
AMERADA 3

# PIPELINE CROSSINGS

A. x=3223961.97 y=264514.41	G. x=3243441.30 y=285491.30
B. x=3226487.79 y=267756.88	H. x=3246045.08 y=284543.39
C. x=3240961.59 y=286338.96	I. x=3228216.67 y=265989.33
D. x=3261020.18 y=312091.97	J. x=3230055.70 y=264038.83
E. x=3264656.13 y=312720.87	K. x=3220713.13 y=256350.73
F. x=3267050.51 y=313131.02	L. x=3223133.75 y=255156.34
M. x=3221491.04 y=253039.49	

APPROX. LIMIT OF WORK  
STA. 1340+00 CL



## LOWER ATCHAFALAYA RIVER BAR CHANNEL Maintenance Dredging

St. Mary Parish, Louisiana

Design: R.E.  
Drawn: K.D.  
File name: EastDispos02.DGN

Date: 11-06-01